

EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Rick Alan Davidson

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 19-11486-smb

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Suffolk Federal Credit Union</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Campasano Law Firm</u> Name <u>2000 Deer Park Avenue</u> Number Street <u>Deer Park</u> <u>NY</u> <u>11729</u> City State ZIP Code Contact phone <u>631-242-1888</u> Contact email <u>diandra@campasanolaw.com</u>	Where should payments to the creditor be sent? (if different) <u>Suffolk Federal Credit Union</u> Name <u>3681 Horseblock Road</u> Number Street <u>Medford</u> <u>NY</u> <u>11763</u> City State ZIP Code Contact phone <u>631-924-8000</u> Contact email <u>nguerrero@suffolkfcu.org</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 1 7 0

7. How much is the claim? \$ 278,906.94. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: Mortgage
Basis for perfection: 39 Tyndall Road, Sag Harbor, NY 11963
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 3,032,835.00
Amount of the claim that is secured: \$ 279,199.80
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 2.74 %
☐ Fixed
☒ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/22/2019

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Nicholas Vincent Campasano
First name Middle name Last name

Title

Company Campasano Law Firm

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2000 Deer Park Avenue
Number Street

Deer Park NY 11729
City State ZIP Code

Contact phone 631-242-1888 Email nvc@campasonlaw.com

Page1 [00070000PNC7NY1Q]



**SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE**

Type of Instrument: MORTGAGE
Number of Pages: 9
Receipt Number : 18-0224264
MORTGAGE NUMBER: DJ030234

Recorded: 12/01/2018
At: 08:54:35 AM

LIBER: M00022983
PAGE: 741

District:	Section:	Block:	Lot:
0901	006.00	01.00	001.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$290,000.00





Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$45.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$200.00	NO
RPT-MTG Fee	\$300.00	NO	Mort.Basic	\$1,450.00	NO
Mort.Addl	\$840.00	NO	Mort.SplAddl	\$0.00	NO
Mort.SplAsst	\$0.00	NO			
			Fees Paid	\$2,880.00	

MORTGAGE NUMBER: DJ030234

**THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL**

**JUDITH A. PASCALE
County Clerk, Suffolk County**

<div style="text-align: right; margin-bottom: 10px;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">1</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 10px;">2</div> </div> <p>Number of pages <u>9</u></p> <p>This document will be public record. Please remove all Social Security Numbers prior to recording.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:33%;">Deed / Mortgage Instrument</th> <th style="width:33%;">Deed / Mortgage Tax Stamp</th> <th style="width:34%;">Recording / Filing Stamps</th> </tr> <tr> <td colspan="3" style="text-align: center; padding: 5px;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">3</div> <div style="margin-left: 10px;">FEES</div> </td> </tr> <tr> <td style="vertical-align: top;"> <p>Page / Filing Fee <u>45</u></p> <p>Handling <u>20.00</u></p> <p>TP-584 _____</p> <p>Notation _____</p> <p>EA-52 17 (County) _____</p> <p>EA-5217(State) _____</p> <p>R.P.T.S.A. <u>200</u></p> <p>Comm. of Ed. <u>5.00</u></p> <p>Affidavit <u>5-</u></p> <p>Certified Copy _____</p> <p>NYS Surcharge <u>15.00</u></p> <p>Other <u>300-</u></p> </td> <td style="vertical-align: top; text-align: center;"> <p>Sub Total <u>65</u></p>  <p>Sub Total <u>525</u></p> <p>Grand Total <u>590</u></p> </td> <td style="vertical-align: top;"> <p>Mortgage Amt. <u>240,000</u></p> <p>1. Basic Tax _____</p> <p>2. Additional Tax _____</p> <p>Sub Total _____</p> <p>Spec./Assit. _____</p> <p>or _____</p> <p>Spec. /Add. _____</p> <p>TOT. MTG. TAX <u>1290</u></p> <p>Dual Town _____ Dual County _____</p> <p>Held for Appointment _____</p> <p>Transfer Tax _____</p> <p>Mansion Tax _____</p> <p>The property covered by this mortgage is or will be improved by a one or two family dwelling only.</p> <p>YES <input checked="" type="checkbox"/> or NO _____</p> <p>If NO, see appropriate tax clause on page # _____ of this instrument.</p> </td> </tr> </table>	Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps	<div style="border: 1px solid black; padding: 2px; display: inline-block;">3</div> <div style="margin-left: 10px;">FEES</div>			<p>Page / Filing Fee <u>45</u></p> <p>Handling <u>20.00</u></p> <p>TP-584 _____</p> <p>Notation _____</p> <p>EA-52 17 (County) _____</p> <p>EA-5217(State) _____</p> <p>R.P.T.S.A. <u>200</u></p> <p>Comm. of Ed. <u>5.00</u></p> <p>Affidavit <u>5-</u></p> <p>Certified Copy _____</p> <p>NYS Surcharge <u>15.00</u></p> <p>Other <u>300-</u></p>	<p>Sub Total <u>65</u></p>  <p>Sub Total <u>525</u></p> <p>Grand Total <u>590</u></p>	<p>Mortgage Amt. <u>240,000</u></p> <p>1. Basic Tax _____</p> <p>2. Additional Tax _____</p> <p>Sub Total _____</p> <p>Spec./Assit. _____</p> <p>or _____</p> <p>Spec. /Add. _____</p> <p>TOT. MTG. TAX <u>1290</u></p> <p>Dual Town _____ Dual County _____</p> <p>Held for Appointment _____</p> <p>Transfer Tax _____</p> <p>Mansion Tax _____</p> <p>The property covered by this mortgage is or will be improved by a one or two family dwelling only.</p> <p>YES <input checked="" type="checkbox"/> or NO _____</p> <p>If NO, see appropriate tax clause on page # _____ of this instrument.</p>
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps								
<div style="border: 1px solid black; padding: 2px; display: inline-block;">3</div> <div style="margin-left: 10px;">FEES</div>										
<p>Page / Filing Fee <u>45</u></p> <p>Handling <u>20.00</u></p> <p>TP-584 _____</p> <p>Notation _____</p> <p>EA-52 17 (County) _____</p> <p>EA-5217(State) _____</p> <p>R.P.T.S.A. <u>200</u></p> <p>Comm. of Ed. <u>5.00</u></p> <p>Affidavit <u>5-</u></p> <p>Certified Copy _____</p> <p>NYS Surcharge <u>15.00</u></p> <p>Other <u>300-</u></p>	<p>Sub Total <u>65</u></p>  <p>Sub Total <u>525</u></p> <p>Grand Total <u>590</u></p>	<p>Mortgage Amt. <u>240,000</u></p> <p>1. Basic Tax _____</p> <p>2. Additional Tax _____</p> <p>Sub Total _____</p> <p>Spec./Assit. _____</p> <p>or _____</p> <p>Spec. /Add. _____</p> <p>TOT. MTG. TAX <u>1290</u></p> <p>Dual Town _____ Dual County _____</p> <p>Held for Appointment _____</p> <p>Transfer Tax _____</p> <p>Mansion Tax _____</p> <p>The property covered by this mortgage is or will be improved by a one or two family dwelling only.</p> <p>YES <input checked="" type="checkbox"/> or NO _____</p> <p>If NO, see appropriate tax clause on page # _____ of this instrument.</p>								
<p>4 Dist. <u>3766118</u> <u>0901 00600 0100 001000</u></p> <p>Real Property Tax Service Agency Verification</p> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center; width: 80px; margin: 10px auto;"> P T S R DTY A 27-NOV-18 </div> 	<p>5 Community Preservation Fund</p> <p>Consideration Amount \$ _____</p> <p>CPF Tax Due \$ _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Improved _____</p> <p>Vacant Land _____</p> <p>TD _____</p> <p>TD _____</p> <p>TD _____</p> </div>									
<p>6</p> <p>Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO:</p> <p>SUFFOLK FEDERAL CREDIT UNION P.O. BOX 9005 3681 HORSEBLOCK ROAD MEDFORD, NEW YORK 11763</p>		<p>7 Title Company Information</p> <p>Co. Name Suffolk Federal Credit Union</p>								
<p>Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcounty.gov/clerk</p>										

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, "you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements."

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

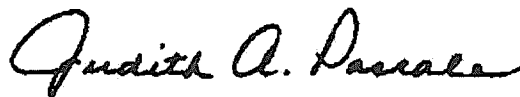
Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 702-2470

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

Page4 [00070000PNC7ON7U]

PREPARED BY:

WHEN RECORDED, MAIL TO

SUFFOLK FEDERAL CREDIT UNION
3681 Horseblock Road
P.O. Box 9005
Medford, NY 11763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CREDIT LINE MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT. THE CREDIT AGREEMENT MAY CONTAIN A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS.

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated OCTOBER 27, 2018, will be called will be called the "mortgage."
(B) "Borrower." RICK DAVIDSON AND
NANCY STEARNS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

will sometimes be called the "Borrower" and sometimes simply "you." Borrower's address is 39 TYNDALL ROAD
SAG HARBOR NY 11963

- (C) "Lender." Suffolk Federal Credit Union
will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of THE UNITED STATES OF AMERICA
Lender's address is 3681 Horseblock Road
P.O. Box 9005
Medford, NY 11763

- (D) "Credit Agreement." The LOANLINER Home Equity Plan Credit Agreement and Truth-In-Lending Disclosures signed by Borrower and dated the same day as this Mortgage and all modifications, amendments, extensions and renewals of it will be called the Credit Agreement. Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWO HUNDRED NINETY THOUSAND DOLLARS AND 00/100-----

(\$290,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of the Mortgage.

- (E) "Property." The Property that is described below in the section titled "Description of the Property" will be called the "Property."

The Property is in a Planned Unit Development known as _____

which was created by a document called _____

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY--You mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that you will be fully responsible for any losses which Lender suffers because, as a result of something you have done, someone other than yourself has some of the rights in the Property which you promise you have. You are giving Lender these rights to protect Lender from possible losses that might result if you do not:

- (A) Pay all the amounts that you owe Lender as provided in the Credit Agreement;
- (B) Pay any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property and finance charges on those amounts; and
- (C) Keep all of your promises and agreements under this Mortgage.

With respect to the amount that you owe under the Credit Agreement and under this Mortgage, you waive the benefit of the right which is known as the "homestead exemption." A homestead exemption is a property owner's right to keep a portion of his property (usually up to a certain dollar amount) free from the claims of creditors. Your waiver of this right means that the Lender may exercise all of its rights under this Mortgage as if you were not entitled, under law, to the benefits of a homestead exemption.

DESCRIPTION OF THE PROPERTY--You give Lender rights in the Property described in (A) through (F) below:

(A) The Property which is located at _____

39 TYNDALL ROAD

(Street)
SAG HARBOR _____, New York
(City)

11963
(Zip Code)

This Property is in SUFFOLK County in the State of
New York. It has the following legal description:

The security agreement covers real property improved by a one or two family dwelling only.

DIST
NO.: 0901

SECTION
NO.: 006.00

BLOCK
NO.: 01.00

LOT
NO.: 001.000

See Schedule "A" Attached

- (B) All buildings and other improvements that are located on the Property described in Paragraph (A) of this section;
- (C) All rights in other property that you have as owner of the Property described in Paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property";
- (D) All rights that you have in the land which lies in the streets or roads in front of, or

You give a general warranty of title to Lender. This means that you are fully responsible for any losses which Lender suffers because someone other than yourself has some of the rights in the Property which you promise that you have. You promise that you will defend your ownership of the Property against any claims of such rights. You promise and you agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND FINANCE CHARGES AND TO FULFILL OTHER PAYMENT OBLIGATIONS -- You will promptly pay to Lender when due all amounts which you borrow, and all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. AGREEMENTS ABOUT MONTHLY PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligation to Make Monthly Payments to Lender for Taxes and Insurance -- Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, payments for taxes, assessments, insurance, and ground rent (if any). Borrower shall not be obligated to make such payments to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

The amount of each of your payments under this Paragraph 2 will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments (including condominium and planned unit development assessments, if any) and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property.

Lender will determine from time to time your estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.")

The amounts that you pay to Lender for taxes and insurance under this Paragraph 2 will be called the "Funds." The Funds are additional protection for Lender in case you do not fulfill your obligations under the Credit Agreement and under this Mortgage.

(B) Lender's Obligations Concerning Borrower's Monthly Payments for Taxes and Insurance--Lender will keep the Funds in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay taxes and insurance. Lender will give to you, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds, and the reason for each deduction.

Lender may not charge you for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing your payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge you for these services if Lender pays you interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay you any interest or earnings on the Funds unless either (i) Lender and you agree in writing, at the time you sign this Mortgage, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that you pay under this Paragraph 2 will be too large. If this happens at a time when you are keeping all of your promises and agreements made in this Mortgage, you will have the right to have the excess amount either promptly repaid to you as a direct refund or credited to your future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which you still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

If, when payments of taxes and insurance are due, Lender has not received enough Funds from you to make those payments, you will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. You must pay that additional amount in one or more payments as Lender may require.

When you have paid all of the amounts due under the Credit Agreement and under this Mortgage, Lender will promptly refund to you any Funds that are then being held or kept on deposit by Lender. If, under Paragraph 17 below, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that you owe to the Lender under the Credit Agreement and under this Mortgage.

3. APPLICATION OF BORROWER'S PAYMENTS--Unless the law requires otherwise,

make payments due under your lease if you are a tenant on the Property and you will pay ground rents (if any) due on the Property. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY**--You will obtain hazard insurance to cover all buildings, structures and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, floods and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.
You may choose the insurance company, but your choice is subject to Lender's approval. Lender may not refuse to approve your choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals, subject to the terms of any superior mortgage or deed of trust.
If there is a loss or damage to the Property, you will promptly notify the insurance company and Lender. If you do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.
Lender has the authority to collect the proceeds to the extent of all sums secured by this Mortgage. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that you owe to Lender under the Credit Agreement and under this Mortgage.
6. **BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE AND CONDOMINIUM AND PUD DOCUMENTS**--You will keep the Property in good repair. You will not destroy, damage or substantially change the Property, and you will not allow the Property to deteriorate. If you do not own but are a tenant on the Property, you will fulfill your obligations under your lease. If the Property is a unit in a condominium or in a planned unit development, you will fulfill all of your obligations under the declaration, by-laws, regulations and other documents that create or govern the condominium or the planned unit development.
7. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**--If: (A) You do not keep your promises and agreements made in this Mortgage, or (B) someone, including you, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give you notice before Lender may take any of these actions.
You will pay to Lender any amounts, with finance charge, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case you do not keep this promise to pay those amounts with finance charge.
You will pay those amounts to Lender when Lender sends you a notice requesting that you do so. You will also pay finance charge on those amounts at the same rate provided in the Credit Agreement. The finance charge on each amount will begin on the date that the amount is spent by Lender. However, Lender and you may agree in writing to terms of payment that are different from those in this Paragraph.
Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7 shall not cure any breach Borrower may have committed under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.
8. **LENDER'S RIGHT TO INSPECT THE PROPERTY**--Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. However, before one of those inspections is made, Lender must give you notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.
9. **AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY**--A taking of property by any governmental authority by eminent domain is known as "condemnation." You

- 11. CONTINUATION OF LENDER'S RIGHTS**--Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under Paragraph 17 below, to demand that you make Immediate Payment In Full (see Paragraph 17 for a definition of this phrase) of the amount that you owe to Lender under the Credit Agreement and under this Mortgage.
- 12. AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE**--Unless the law requires otherwise, any notice that must be given to you under this Mortgage will be given by delivering it or by mailing it by First class mail addressed to you at the address stated in the section above titled "Description Of The Property." A notice will be delivered or mailed to you at a different address if you give Lender a notice of your different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it by First class mail to Lender's address stated in Paragraph (C) of the section above titled "Words Used Often In This Document." A notice will be mailed to Lender at a different address if Lender gives you a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph.
- 13. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS**--Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.
- 14. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS**--Any person who takes over the Borrower's obligations under this Mortgage will be obligated to keep all of your promises and agreements made in this Mortgage. Any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Mortgage. (In this Mortgage, the word "person" means any person, organization, governmental authority or any other party.) If more than one person signs this Mortgage as Borrower, each of you is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of you individually or against all of you together. This means that any one of you may be required to pay all of the amounts owed under the Credit Agreement and under this Mortgage. However, if one of you does not sign the Credit Agreement then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Credit Agreement or under this Mortgage. Any person signing this Mortgage but not signing the Credit Agreement also agrees (i) that Lender may allow any other Borrower to delay or to change payments due under the Credit Agreement or under this Mortgage and (ii) that Lender may make other accommodations under the Credit Agreement or under this Mortgage. Lender may do this without obtaining anyone's consent and without modifying the effect of this Mortgage.
- 15. LAW THAT GOVERNS THIS MORTGAGE**--The state and local law that applies in the place that the Property is located will govern this Mortgage. This will not limit federal law that applies to this Mortgage. If any term of this Mortgage or of the Credit Agreement conflicts with the law, all other terms of this Mortgage and of the Credit Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and the Credit Agreement which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced. As used in this Mortgage, the words "costs," "expenses" and "attorneys' fees" include all amounts not prohibited by applicable law or limited in this Mortgage.
- 16. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS TRANSFERRED**--If you sell or transfer all or part of the Property or any rights in the Property, without the written consent of Lender, then to the extent permitted by law, Lender shall have the right to require that you Immediately Pay In Full the entire amount then remaining unpaid under the Credit Agreement and the Mortgage. If Lender requires Immediate Payment In Full under this Paragraph 16, Lender will send you a notice, in the manner described in Paragraph 12, giving you at least 30 days to make the payment. The thirty-day period will begin on the date the notice is mailed or delivered. If you do not make the payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under Paragraph 17 without giving you any further notice or demand for payment.
- 17. LENDER'S RIGHTS; EVENTS OF DEFAULT; IMMEDIATE PAYMENT IN FULL**--If all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 17 are satisfied, Lender may require that you pay immediately the entire amount then remaining unpaid under the Credit Agreement and under this Mortgage. Lender may

Lender may require Immediate Payment In Full under this Paragraph 17 only if all of the following conditions are satisfied:

- (A) (1) You commit fraud or make a material misrepresentation in connection with the Credit Agreement or this Mortgage; or (2) you do not meet the repayment terms of the Credit Agreement; or (3) your action or inaction affects Lender's rights in the Property secured by this Mortgage. All of these are considered to be "event of default".
- (B) Lender gives to you, in the manner described in Paragraph 12 above, a notice that states:
 - (i) The event of default;
 - (ii) The action that you must take to correct that event of default;
 - (iii) A date by which you must correct the event of default. That date must be at least 10 days from the date on which the notice is mailed to you;
 - (iv) That if you do not correct the event of default by the date stated in the notice, you will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;
 - (v) That if you meet the conditions stated in Paragraph 18 below, you will have the right to have any lawsuit for foreclosure and sale discontinued and to have the Credit Agreement and this Mortgage remain in full force and effect as if Immediate Payment In Full had never been required; and
 - (vi) That you have the right in any lawsuit for foreclosure and sale to argue that an event of default did not occur, and to present any other defenses that you may have; and
- (C) You do not correct the failure stated in the notice from Lender by the date stated in that notice.

18. BORROWER'S RIGHT TO HAVE LENDER'S LAWSUIT FOR FORECLOSURE AND SALE DISCONTINUED--Even if Lender has required Immediate Payment In Full, you may have the right to have discontinued any lawsuit brought by Lender for foreclosure and sale or for other enforcement of this Mortgage. You will have this right at any time before a judgment has been entered enforcing this Mortgage if you meet the following conditions:

- (A) You pay to Lender the full amount that would have been due under this Mortgage and the Credit Agreement if Lender had not required Immediate Payment In Full; and
- (B) You correct any event of default; and
- (C) You pay all of Lender's reasonable expenses in enforcing this Mortgage including, for example, reasonable attorneys' fees; and
- (D) You do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Mortgage, and your obligations under the Credit Agreement and under this Mortgage continue unchanged.

If all of the conditions in this Paragraph 18 are fulfilled, then the Credit Agreement and this Mortgage will remain in full force and effect as if Immediate Payment In Full had never been required.

19. BORROWER'S COPY OF THE CREDIT AGREEMENT AND OF THIS MORTGAGE--You will be given a copy of the Credit Agreement and a copy of this Mortgage showing that this Mortgage has been signed. You will be given those copies either when you sign the Credit Agreement and this Mortgage or after this Mortgage has been recorded in the proper official records.

20. REHABILITATION LOAN AGREEMENT--You will comply with all of the terms and conditions of any home rehabilitation, improvement, repair, modernization, remodeling or similar loan agreement you may have with Lender. If Lender requests it, you will sign and give to Lender an assignment of any rights or claims you might have against persons who supply labor, materials or services in connection with improving the Property. This assignment will be in a form acceptable to Lender.

21. AGREEMENTS ABOUT NEW YORK LIEN LAW--You will receive all amounts lent to you by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Mortgage is recorded in the proper official records, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, you will:
(A) hold all amounts which you receive and which you have a right to receive from Lender under the Credit Agreement as a "trust fund"; and (B) use those amounts to pay for that construction or the work before you use them for any other purpose. The fact that you are holding those amounts as a "trust fund" means that you have a special responsibility under the law to use the amounts in the manner described in this Paragraph.

22. WAIVER OF STATUTES OF LIMITATION--Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in Paragraph 12, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases you in writing. As a condition to Lender's consent to any proposed transfer or as a condition to release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

26. **LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE CREDIT AGREEMENT AND THIS MORTGAGE ARE PAID IN FULL AND BORROWER REQUESTS DISCHARGE**--This Mortgage secures a revolving line of credit under which advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all amounts due under the Credit Agreement and this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender will discharge this Mortgage. Lender will discharge by delivering a certificate stating that this Mortgage has been satisfied. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

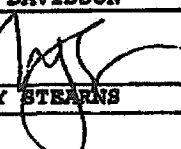
**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any superior mortgage or deed of trust to notify Lender in writing, at Lender's address on page 1 of this Mortgage, if the Borrower is required to make "Immediate Payment In Full" and if there is "foreclosure and sale" under that superior mortgage or deed of trust.

By signing this Mortgage, I agree to all of the above.

X 

RICK DAVIDSON (Seal)
Borrower

X 

NANCY STEARNS (Seal)
Borrower

X

(Seal)
Borrower

X

(Seal)
Borrower

State of New York)

County of SUFFOLK) ss.:

On the 27TH day of OCTOBER in the year
2018 before me, the undersigned, personally appeared _____

RICK DAVIDSON
NANCY STEARNS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) ARE subscribed to the within instrument and acknowledged to me that THEY executed the same in THEIR capacity(ies), and that by THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SCHEDULE A
Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of North Haven, Town of Southampton, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a concrete monument set at the corner formed by the intersection of the southwesterly line of a Public Highway known as Main Road now known as Tyndall Road with the southwesterly line of Sunset Avenue n/k/a Sunset Beach Road;

RUNNING THENCE along said southwesterly line of said Public Highway, South 50 degrees 34 minutes 30 seconds East, 211.63 feet to a concrete monument at the northwesterly corner of land now or formerly of G. MacGarva;

THENCE along the last mentioned land, South 35 degrees 08 minutes 20 seconds West, 125 feet to a concrete monument;

THENCE along land now or formerly of B. & R. Lowe and along land now or formerly of Babcock & Bennett, North 50 degrees 34 minutes 30 seconds West, 121.85 feet to a concrete monument;

THENCE along said land now or formerly of Babcock & Bennett, South 35 degrees 06 minutes 20 seconds West, 125 feet to a concrete monument set in the northeasterly line of private road known as Meadowbrook Road, n/k/a Meadowbrook Way;

THENCE along the said northeasterly line of the last mentioned private road, North 50 degrees 34 minutes 30 seconds West, 86.32 feet to a concrete monument set in the southeasterly line of Sunset Avenue;

THENCE along said southeasterly line of Sunset Avenue North 43 degrees deed (34 degrees – actual) 19 minutes 00 seconds East, 250.28 feet to the concrete monument set at the point or place of BEGINNING.



3681 Horseblock Rd, PO Box 8005, Medford, NY 11763
631.924.8000 www.suffolkfcu.org



1 MEMBER INFORMATION

HOME EQUITY ADVANCE VOUCHER

DATE 10/27/2018	MEMBER ACCOUNT NUMBER 0		
MEMBER NAME (LAST) (FIRST) (INITIAL) STEARNS NANCY DAVIDSON RICK	DATE WANTED 11/01/2018	AMOUNT REQUESTED \$ 290000.00	
ADDRESS 39 TYNDALL ROAD	CHECK BOX IF NEW ADDRESS OR PHONE NO. <input type="checkbox"/>	PURPOSE OF THIS ADVANCE	
CITY SAG HARBOR, NY 11963	STATE	ZIP	

2 CHANGES SINCE LAST ADVANCE

LIST ALL DEBTS AND LIENS AGAINST THE PROPERTY. ATTACH ADDITIONAL SHEET IF NECESSARY

	PRESENT BALANCE	MONTHLY PAYMENT
	\$	\$
	\$	\$
	\$	\$
	\$	\$

MARITAL STATUS	<input type="checkbox"/> UNMARRIED (SINGLE, WIDOWED, DIVORCED)	<input type="checkbox"/> MARRIED	<input type="checkbox"/> SEPARATED	ARE YOU WORKING?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF YOU HAVE CHANGED EMPLOYERS, LIST NAME AND ADDRESS				NEW POSITION	DATE HIRED	

MONTHLY SALARY \$	<input type="checkbox"/> NET	<input type="checkbox"/> GROSS
SOURCE OF OTHER INCOME	OTHER MONTHLY INCOME \$	

3 PAYMENT TERMS

DAILY PERIODIC RATE 0.014384 %	ANNUAL PERCENTAGE RATE 5.25 %	PAYOFF PERIOD FOR NEW BALANCE 240 MONTHS	LINE OF CREDIT LIMIT \$ 290000.00
AMOUNT APPROVED \$ 290000.00	OTHER CHARGES \$	AMOUNT ADVANCED \$ 186367.49	PREVIOUS BALANCE \$
OLD PAYMENT \$		OLD PAYMENT DUE \$ 1125.14	NEW PAYMENT \$ 123632.51
NEW PAYMENT DUE 12/27/2018		PAYMENT FREQUENCY MONTHLY	REMAINING LIMIT \$ 123632.51

2.74% introductory rate for 24 months from origination date, then adjusts to Prime (+) 0.00%. Prime is now 5.25%, adjusts monthly, floor rate is 3.00%.

4 SIGNATURE SIGN BELOW

By signing below or under the endorsement on the Advance Proceeds check you agree that (1) everything in Section 2 is a complete listing of all your debts and obligations since your last advance and (2) to make payments as disclosed in Section 3. When you signed the LOANLINER Home Equity Plan Credit Agreement and Truth In Lending Disclosure, you agreed to make payment in the amount and by the due date shown on the voucher received with each payment change. The "PAYMENTS" paragraph explained when the payment could change and how the credit union would calculate the payment. Your payment has been changed for the reason checked below:

<input checked="" type="checkbox"/> NEW ADVANCE	<input type="checkbox"/> CHANGE IN ANNUAL PERCENTAGE RATE
DATE 10/27/18	SIGNATURE (SEAL)

5 FOR CREDIT UNION USE ONLY

REQUESTED: <input type="checkbox"/> BY MAIL <input type="checkbox"/> BY PHONE	<input type="checkbox"/> THRU OFFICE <input type="checkbox"/> INTERNALLY BY CU	<input type="checkbox"/> SHARE DRAFT OR CHECK	TRANSACTION: <input type="checkbox"/> FIRST ADVANCE <input type="checkbox"/> SUBSEQUENT ADVANCE	<input type="checkbox"/> PAYMENT RECALCULATION	REPAYMENT THROUGH: <input type="checkbox"/> PAYROLL DEDUCTION <input type="checkbox"/> CASH	AUTOMATIC PAYMENT MILITARY ALLOTMENT	MEMBER PAYS PREMIUM FOR: <input type="checkbox"/> CD <input type="checkbox"/> JCD <input type="checkbox"/> SCL <input type="checkbox"/> JCL	HFP MP
CHECK NUMBER	DEPOSIT ACCT. NUMBER	PROCESSED BY						

age29 [00070000PNC7VF38]



Date: 10/9/2018

Re: Home EquityMortgage Application
Member #: 1^

NANCY STEARNS
RICK DAVIDSON

Premises: 39 TYNDALL ROAD

SAG HARBOR, NY 11963

We are pleased to inform you that your recent application for a Loanliner Home Equity Plan mortgage loan on the above captioned property has been favorably reviewed by Suffolk Federal Credit Union (hereinafter referred to as SFCU). SFCU agrees to make the loan secured by the captioned property on the following terms:

1. Line of Credit \$290,000.00

Interest Rate: 5.250%

Minimum Initial Advance \$65,000.00

Monthly Payment on Maximum Advance: \$1,954.00

**Present rate. Actual rate to be set on date of closing.*

Equity Line of Credit, the interest rate is 2.74% for 24MOS. This is a variable rate loan and APR may change monthly based on the Prime Rate as published in the Wall Street Journal plus a margin. The interest rate and monthly payments will fluctuate over the life of the loan in accordance with the attached disclosure statement.

2. APPLICATION FEE AND OTHER COSTS AND DISBURSEMENTS:

You may have to pay all actual disbursements involved in this transaction including but not limited to Credit Report, appraisal, title insurance insuring the lien on SFCU's mortgage, survey expenses, mortgage taxes, recording fees, and SFCU's attorney fees.

A. If the following paragraph is checked, it applies to your loan. If not checked, please disregard.

- ☒ FEE REIMBURSEMENT: The member pays for the appraisal. The credit union will pay the bona-fide third party fees for your corresponding credit limit shown below provided the following conditions are met during the initial 3-year period:
- ☐ Lines up to \$100,000 require a minimum \$15,000 initial advance and maintain a balance of \$10,000 during the initial 3-year period.
- ☐ Lines between \$100,000.01 and \$250,000 require a minimum \$35,000 initial advance and maintain a balance of \$25,000 during the initial 3-year period.
- ☒ Lines between \$250,000.01 and \$500,000 require a minimum \$65,000 initial advance and maintain a balance of \$50,000 during the initial 3-year period.

age30 [00070000PNC7VF4P]

If you fail to meet these requirements, you will have to reimburse the credit union for all bona-fide third party fees paid on your behalf. The bona-fide third party fees will be recouped after month-end of the month during which the minimum balance is not maintained by adding them to the unpaid balance or you may pay them in cash. You understand and agree any amount added to the unpaid balance will be a credit advance and will incur finance charges. This also applies to mortgage property that is sold or loans closed within 3-year period.

3. PREPAYMENT:

You have the right to prepay your loan in whole or in part at any time without penalty.

4. RESTRICTION:

In the event that all or any part of the mortgage property or any right in the mortgaged property is sold or transferred without SFCU's prior written permission, SFCU may require immediate payment in full of the total outstanding balance due on the mortgage loan at it's option.

5. RATE CHANGES:

The initial annual percentage rate can change monthly on the first day of each month. There is no limit on the amount by which the annual percentage rate can change during any one-year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 18.0% or the maximum permitted by law, whichever is less. The minimum ANNUAL PERCENTAGE RATE that can apply is 3.00%.

6. PROVISIONS WHICH MAY BE APPLICABLE TO THIS LOAN:

If the following paragraph is checked, it applies to the loan. If not you may disregard this paragraph.

☐ **Flood Insurance:** The premises are located in a designated flood area and you will be required to obtain and maintain flood insurance. You will be required to prepay one year's premium for flood insurance and have a paid policy or certificate of insurance relating to the flood insurance available at closing which must name "SUFFOLK FEDERAL CREDIT UNION, its successors or assigns, as their interests may appear, P.O. Box 9005, Medford, New York, 11763", as mortgagee. Flood insurance must be in the amount of \$. If such sum is not available, then the highest available amount.

7. FIRE INSURANCE COVERAGE:

You must deliver to SFCU a hazard insurance policy fully paid for one year in advance covering fire and broad form extended coverage in the minimum amount of \$2,318,822.00 naming "SUFFOLK FEDERAL CREDIT UNION, its successors or assigns, as their interests may appear, P.O. Box 9005, Medford New York, 11763", as mortgagee. The standard New York Mortgage Loss Payee Endorsements must be a part of the insurance policy.
ORIGINAL POLICY AND FIRST YEAR'S RECEIPT MUST BE PRESENTED.

OUR COMMITMENT TO MAKE THE LOAN AS STATED IN THE TERMS SET FORTH ABOVE MAY BE SUBJECT TO THE FOLLOWING CONDITIONS:

- A. There must not be any adverse change in the status of your credit as disclosed in your loan application at the time of closing, and such disclosures must be true and correct.
- B. The status of title to the premises and the documentation for the loan must be satisfactory to SFCU and it's legal counsel.

age31 [00070000PNC7VF5S]

- C. You must deliver a survey of the mortgaged premises prepared by a licensed surveyor showing the location of all improvements, driveways, setback lines, easements and describing the premises by metes and bounds. The survey must be acceptable to SFCU, it's legal counsel, and the title company insuring the lien of SFCU mortgage.
- D. The premises must comply with all zoning ordinances and building codes of all governmental authorities having jurisdiction over the premises. Evidence of such compliance must be satisfactory to SFCU's legal counsel.
- E. The loan shall be evidenced by a Home Equity Plan Agreement executed by you and a mortgage lien company on the property. All other documentation and other matters pertaining to this loan including title insurance must be satisfactory to SFCU or it's legal counsel in their sole discretion.
- F. SFCU shall be authorized to deduct the charges quoted above and any other charges and costs from the total loan amount disbursed.
- G. All rights of SFCU hereunder shall accrue to any assignee of a loan made under the terms of this commitment.
- H. The terms of this commitment shall survive the execution of the Credit Agreement, mortgage and related loan documents.

If the above terms and conditions are acceptable to you, please complete the requested information, sign, date and return the enclosed copy to us. THIS COMMITMENT IS NOT BINDING UNLESS YOUR ACCEPTANCE HAS BEEN RECEIVED BY US WITHIN TEN (10) DAYS FROM THE DATE HEREOF.

PLEASE NOTE: THIS LOAN MUST BE CLOSED AND FUNDS MUST BE DISBURSED NO LATER THAN 45 DAYS FROM THE DATE OF THIS LETTER. IF THE LOAN IS NOT CLOSED AND FUNDS ARE NOT DISBURSED AS REQUIRED, SFCU SHALL BE UNDER NO FURTHER OBLIGATION TO MAKE A LOAN UNDER THE TERMS OF THIS COMMITMENT.

This commitment may not be assigned or otherwise transferred by you, and is subject to the following conditions:

Very truly yours,

Suffolk Federal Credit Union

By: Barbara Scozzari

We have read and understand the foregoing terms and conditions and accept the foregoing commitment. We agree to all terms, conditions and requirements as stated above. We acknowledge receipt of this commitment.

Signature

Signature

Dated

Signature

39 Tyndall
Rd

Sag Harbor,
NY 11963

5 beds 2
baths 3,642 sqft

Off
Market
Zestimate®:
\$3,032,835
Rent
Zestimate®:
\$40,000 /mo

EST. REFI
PAYMENT
Est. Refi
Payment:
\$11,883/mo



45 shoppers are looking in your
neighborhood and price range.

Your name

Phone

Email

I own this home and would like to
ask an agent about selling 39
Tyndall Rd, Sag Harbor, NY 11963.

Contact Agent



See current rates

Or call 646-573-9525 for more info

See current rates

Save

Share

More

Contact Agent

Map

©2019 Google

North Haven

Map data ©2019 Google

Nearby Similar Sales

SOLD: \$3,375,000

Sold on 11/01/18

6 bds, 5.5 ba, 5,300 sqft

72 Sunset Beach Rd, Sag Harbor, NY 11963

SOLD: \$3,150,000

Sold on 07/08/19

5 bds, -- ba, 4,736 sqft

4 Goodwood Rd, Sag Harbor, NY 11963

SOLD: \$3,100,000

Sold on 01/24/19

5 bds, 6.5 ba, 5,100 sqft

9 West Dr, Sag Harbor, NY 11963

SOLD: \$3,200,000

Sold on 01/08/19

5 bds, 1 ba, 3,358 sqft

71 Jermain Ave, Sag Harbor, NY 11963

SOLD: \$2,085,000

Sold on 07/11/19

3 bds, 3 ba, 2,076 sqft

29 Payne Ave, Sag Harbor, NY 11963

See sales similar to 39 Tyndall Rd

Is this your rental?

Get a monthly local market report with comparable rentals in your area.

- ☐ I own and manage this rental
- ☐ I manage this rental for the owner

Enter email







Subscribe

Claim this home as your residence

Note: This property is not currently for sale or for rent. The description below may be from a previous listing.

New construction in a great location of North Haven. West facing sunsets with all 5 bedrooms are ensuite. Pool with a beautiful view and lawn that takes you to bay beaches seconds away. BBQ, hammocks and covered porch with outdoor fireplace. Grab this fantastic rental...Newly listed...

Facts and Features

 Type	 Year	 Heating
Single	Built	Other
Family	2013	
 Cooling	 Parking	 Lot
No Data	No Data	0.85 acres

Interior Features

Bedrooms

Beds:

5

Heating and Cooling

Heating:

Other

Heating:

Other

Basement

1200 sqft basement

Flooring

Floor size:

3,642 sq ft [See More Facts and Features](#) ✓

Other Interior Features

Fireplace

Home Value

Spaces and Amenities

Size

Zestimate®

\$3,032,835

Sp

B

Pool

ZESTIMATE

Construction

Type and Style

\$2.55M -

Structure type:

Other

Single Family

[Zestimate history & details](#) ✓

Materials

Roof type:

Price / Tax History

Exterior material:

[Wood History](#) [Tax History](#)

Dates

Built in 2013

DATE **EVENT** **PRICE** **AGENTS**

Stories:

14/22/2019 Listing removed \$25,000 -- ✓

Exterior Features

Patio 2/25/2019 Price change \$25,000 -58.3% ✓

Deck 1/20/2019 Price change \$60,000 +100% ✓

Porch 1/20/2019 Price change \$60,000 +100% ✓

Yard 1/8/2019 Listed for rent \$30,000 -25% ✓

Lawn 12/4/2017 Listing removed \$40,000 -- ✓

Garden 9/14/2017 Listed for rent \$40,000 -- ✓

Water 5/28/2017 Listing removed \$40,000 -- ✓

Pool 5/28/2017 Listing removed \$40,000 -- ✓

Lot 5/28/2017 Listed for rent \$40,000 -- ✓

Other Exterior Features \$40,000 -- ✓

Parcel #:	EVENT	PRICE	AGENTS
0901006000100001000	Listing		
Other	removed		
Last sold:			
Jun 2014 for \$2,350,000	listed	\$40,000	-20%
2/3/2017	for rent		✓
Architecture Style: Gambrel, Exterior Type:			
CEDAR SHINGLE, Heating system: Forced	Listing		
2/24/2016	removed	\$50,000	✓
Air Heating: Gas, M/S Listing ID: P10553, --			
Master Bedroom on 1st Floor, View			
Activity On Zillow	Price	\$50,000	-68.8%
1/14/2016	change		✓
Views in the past 30 days:			
47	Listed	\$160,000	+100%
0 shoppers saved this home	for rent		✓
Utilities			
Green Energy	Listing	\$80,000	--
7/27/2015	removed		✓
Great solar potential			
Sun Number™: 81.23	Price	\$80,000	+6.7%
6/11/2015	change		✓
County website: See Data Sources			
4/30/2015	Price change	\$75,000	-12.8%
			✓
4/23/2015	Listed for rent	\$86,000	--
			✓
6/4/2014	Sold	\$2,350,000	-6%
			Cynthia Beck ✓
3/27/2014	Listing removed	\$2,499,000	--
			✓
1/29/2014	Listed for sale	\$2,499,000	+244.7%
			✓
8/24/2011	Sold	\$725,000	--
			✓

Report issue with price history

Neighborhood: North Haven

MARKET
TEMP 

Warm

Buyers' Sellers'
Market Market

Zillow predicts 11963 home values will fall 10.9% next year. Among 11963 homes, this home is valued 107.8% more than the midpoint (median) home, and is valued 8.1% more per square foot.

NEARBY HOMES



FOR RENT

OFF MARKET

\$22,5004 bds2
ba1,500 sqft

\$1,203,9524 bds3
ba1,917 sqft

3 Meadowbrook
Way, Sag Harbor,
NY 11963

44 Tyndall Rd, Sag
Harbor, NY 11963

1 photo

211 days on Zillow



Home Expenses

HOME SECURITY



A...

\$30
of

[Learn More](#)

Pow

INTERNET, TV & PHONE



M...

Finc
you

Get My Offer

Pow

HOME SECURITY



E...

•...
•...

Shop Now

Pow

Nearby Schools in Sag Harbor

GreatSchools rating

GRADES

DISTANCE

4

out of 10

AssignedSag Harbor Elementary School

PK-5

2.1 mi

7

out of 10

AssignedPierson Middle High School

6-12

2.2 mi

Data by GreatSchools.org

More schools in Sag Harbor


About the ratings: Historically, GreatSchools ratings have been based solely on a comparison of standardized test results for all schools in a given state. As of September 2017, the GreatSchools ratings also incorporate additional information, when available, such as college readiness, academic progress, advanced courses, equity, discipline and attendance data. GreatSchools ratings are designed to be a starting point to help parents compare schools, and should not be the only factor used in selecting the right school for your family. Learn more

Disclaimer: School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district prior to making a decision based on these boundaries. In addition, school data is obtained from a third party vendor and not guaranteed to be accurate, up to date or complete.

Home Shoppers are Waiting





45 shoppers are looking in your neighborhood and price range.

 Your name

 Phone

 Email

I own this home and would like to ask an agent about selling 39 Tyndall Rd, Sag Harbor, NY 11963.  

Contact Agent

Or call 631-291-4453 for more info

Similar Homes For Sale



FOR SALE

\$3,150,0003 bds3
ba2,400 sqft

2 Sea Gull Hill Rd,
Sag Harbor, NY
11963

510 days on Zillow



FOR SALE

\$5,500,0004 bds4
ba3,012 sqft

121 Sunset Beach
Rd, Sag Harbor, NY
11963

517 days on Zillow



See all similar listings

NEARBY CITIES

Coram Real Estate

East Northport Real
Estate

Farmingdale Real Estate

Huntington Real Estate

Lindenhurst Real Estate

Patchogue Real Estate

Ronkonkoma Real
Estate

Smithtown Real Estate

Town of Islip Real Estate

NEARBY NEIGHBORHOODS

North Haven Real Estate

Noyack Real Estate

NEARBY ZIP CODES

11708 Real Estate

11750 Real Estate

11963 Real Estate

OTHER SAG HARBOR TOPICS

Apartments for Rent in
11963

Houses for Sale in
11963

Houses for Rent in
11963

11963 Real Estate

Sag Harbor Condos

Houses for Sale in Sag
Harbor

Newest Listings in Sag
Harbor

West Babylon Real
Estate

Sag Harbor Home
Values

Sag Harbor Real Estate
Agents

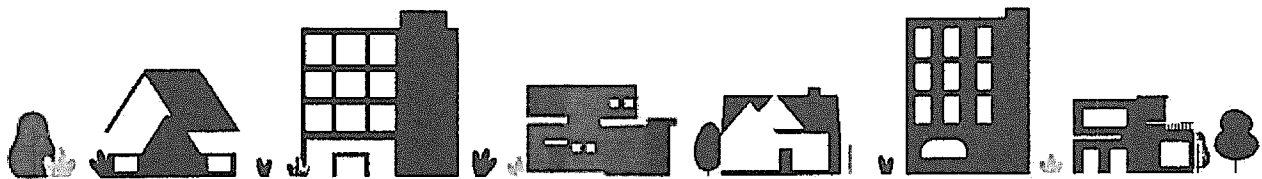
Sag Harbor Refinance

Sag Harbor Mortgage
Rates

See More

[About](#) [Zestimates](#) [Research](#) [Careers](#) [Help](#) [Advertise](#) [Terms of use & Privacy](#) [Ad Choice](#)
[Cookie Preference](#) [Blog](#) [AI](#) [Mobile Apps](#)

Zillow Group is committed to ensuring digital accessibility for individuals with disabilities. We are continuously working to improve the accessibility of our web experience for everyone, and we welcome feedback and accommodation requests. If you wish to report an issue or seek an accommodation, please contact us.





[<Back](#)

[List For Rent](#) [Save](#) [Share](#) [More ▾](#)

New York · Sag Harbor · 11963 · North Haven · 39 Tyndall Rd

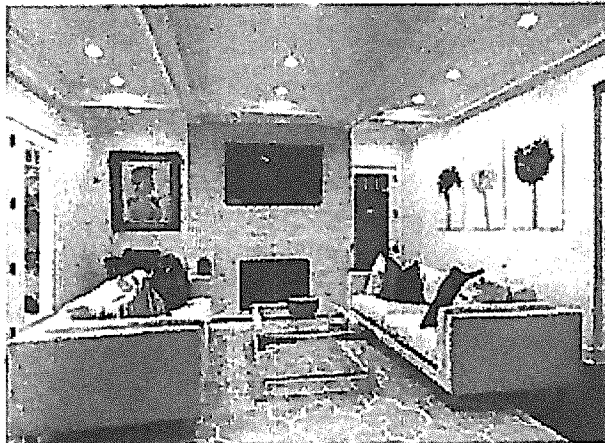
[Public View](#) [Landlord View](#)

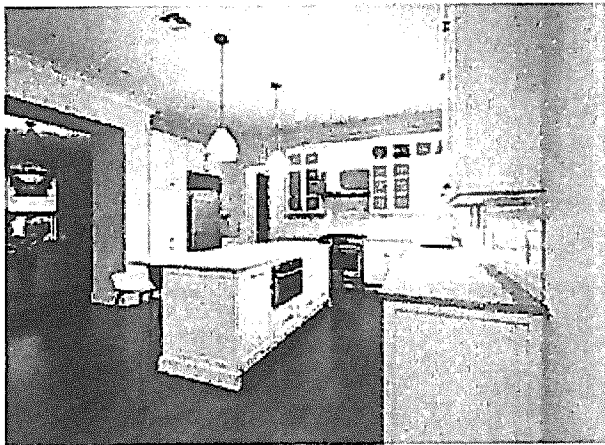
[Public View](#) [Landlord View](#)

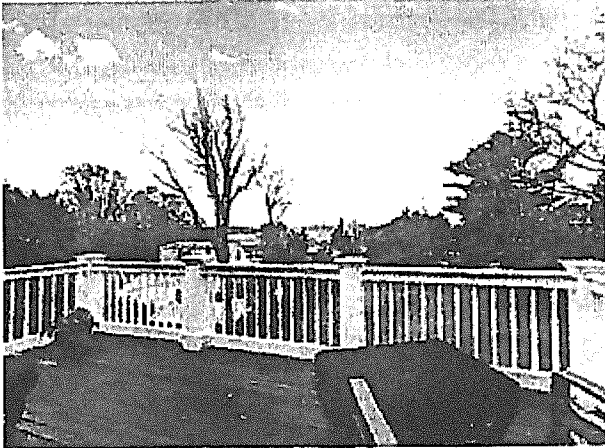
1 of 18

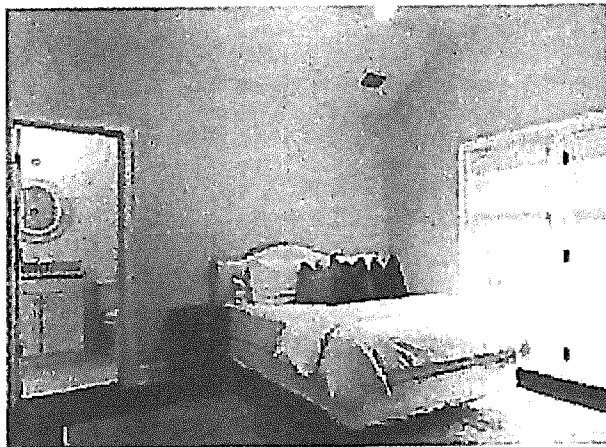
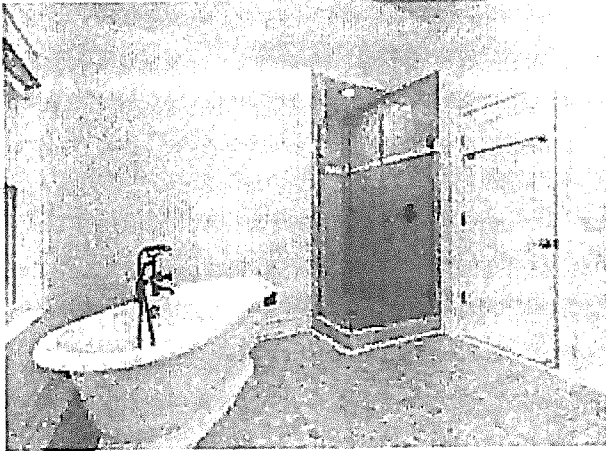


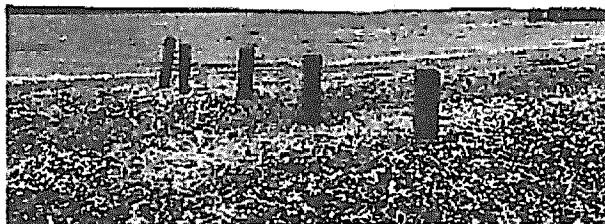
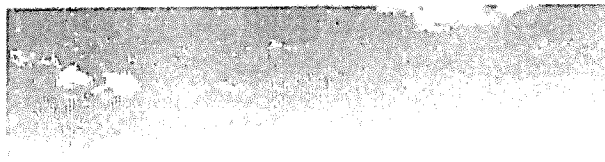
[Street View](#)

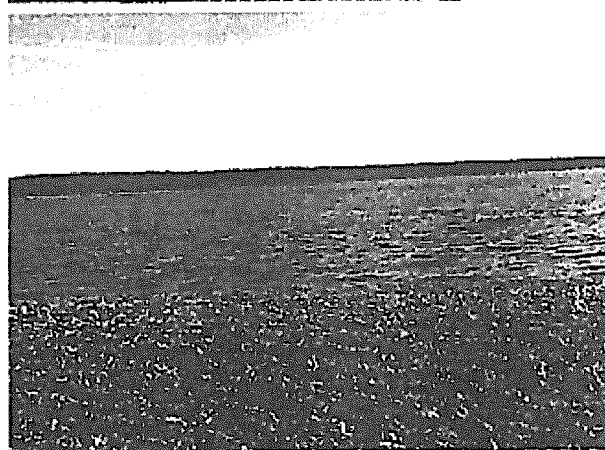












Street View

Home Shoppers are Waiting



Fill in this information to identify the case:

Debtor 1 Rick Alan Davidson

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 19-11486-smb

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Suffolk Federal Credit Union</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Campasano Law Firm</u> Name <u>2000 Deer Park Avenue</u> Number Street <u>Deer Park</u> <u>NY</u> <u>11729</u> City State ZIP Code Contact phone <u>631-242-1888</u> Contact email <u>diandra@campasanolaw.com</u>	Where should payments to the creditor be sent? (if different) <u>Suffolk Federal Credit Union</u> Name <u>3681 Horseblock Road</u> Number Street <u>Medford</u> <u>NY</u> <u>11763</u> City State ZIP Code Contact phone <u>631-924-8000</u> Contact email <u>nguerrero@suffolkfcu.org</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>9</u>	Filed on <u>08/22/2019</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 1 7 0

7. How much is the claim? \$ 278,906.94 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: Mortgage
Basis for perfection: 39 Tyndall Road, Sag Harbor, NY 11963
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 3,200,000.00
Amount of the claim that is secured: \$ 279,199.80
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 2.74 %
☐ Fixed
☒ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/26/2019

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Nicholas Vincent Campasano
First name Middle name Last name

Title _____

Company Campasano Law Firm
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2000 Deer Park Avenue
Number Street

Deer Park NY 11729
City State ZIP Code

Contact phone 631-242-1888 Email nvc@campasonlaw.com

Property Address:

Completed By: Todd Yovino

Company Name: Island Advantage Realty

Address: 39 Tyndall Road Sag Harbor, NY 11963

Phone Number: 631-351-6000

Date: 8/23/2019

Fax Number: 631-351-6988

Drive By: ☒ **Interior:** ☐

Occupancy: Occupied

Item	Subject Property			Sale 1			Sale 2			Sale 3		
Address	39 Tyndall Road			4 Goodwood Road			71 Jermain Avenue			72 Sunset Beach		
City	Sag Harbor			Sag Harbor			Sag Harbor			Sag Harbor		
State	NY			NY			NY			NY		
Zip	11963			11963			11963			11963		
Proximity	N/a			0.81			1.61			0.19		
Sale Price	N/a			\$3,150,000.00			\$3,200,000.00			\$3,375,000.00		
Sale Date	N/a			7/9/2019			1/8/2019			11/1/2018		
DOM	N/a			750			680			194		
Age	6			1			25			1		
Condition	Good			Good			Good			Good		
Room Count	Rms	Bdms	Bths	Rms	Bdms	Bths	Rms	Bdms	Bths	Rms	Bdms	Bths
	10	5	2	10	5	4.5	10	5	4.55	11	6	5.5
GLA	3642			4736			3358			5300		
Lot Size	0.85			0.55			0.97			0.73		
Basement	Full			Full			Full			Full		
Garage	2 Car			2 Car			1 Car			2 Car		

Item	Subject Property			Listing 1			Listing 2			Listing 3		
Address	39 Tyndall Road			27 Seely Lane			12 Blue Heron Way			20 Woodland Drive		
City	Sag Harbor			Sag Harbor			Sag Harbor			Sag Harbor		
State	NY			NY			NY			NY		
Zip	11963			11963			11963			11963		
Proximity	N/a			0.19			0.42			0.81		
List Price	N/a			\$3,195,000.00			\$3,495,000.00			\$3,595,000.00		
List Date	N/a			7/1/2019			9/29/2017			4/19/2019		
DOM	N/a			53			374			127		
Age	6			15			21			1		
Condition	Good			Good			Good			Good		
Room Count	Rms	Bdms	Bths	Rms	Bdms	Bths	Rms	Bdms	Bths	Rms	Bdms	Bths
	10	5	2	10	4	4	11	6	5.5	10	5	1.5
GLA	3642			3300			4600			4491		
Lot Size	0.85			2.92			1.84			0.76		
Basement	Full			Full			Full			Full		
Garage	2 Car			2 Car			2 Car			2 Car		

Values

	Sale Price	List Price	30 Day Quick Value
As-Is	\$3,200,000.00	\$3,299,000.00	\$3,000,000.00
Repaired	\$3,200,000.00	\$3,299,000.00	\$3,000,000.00